

RENTAL AGREEMENT

1. Your Contract with Us

When you sign the form overleaf you agree to accept the Rental Agreement and accompanying Indemnity Agreement, which form part of these Terms and Conditions. Please read this Agreement carefully. If there is anything that you do not understand or do not agree with, please ask any member of staff at the rental office.

We Do Rentals Ltd reserves the right to revise and amend terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in insurance, changes in payment methods, changes in relevant laws and regulatory business requirements. We Do Rentals Limited will provide reasonable notice.

2. Rental Period

You will have the vehicle for the rental period shown in the Agreement. We may agree to extend this rental period but the rental period may never be more than 30 days. This Agreement is an exempt agreement under the Consumer Credit Act 1974. If you do not bring the vehicle back on time you are breaking the conditions of this Agreement and this may also result in lapse of Insurance. We may charge you for every day or part day that you have the vehicle after you should have returned it to us. Until we get the vehicle back we will charge you the daily rate published at the rental office that you rented the vehicle from.

3. Your Responsibilities

- You must look after the vehicle and the keys to the vehicle. You must always lock the vehicle when you are not using it and use any security device fitted to or supplied with the vehicle. You must always protect the vehicle against bad weather which can cause damage. You must make sure that you use the correct fuel. You are responsible for all damage caused to the vehicle including interior and exterior damage as well as damage caused by hitting low level objects, such as bridges or low branches. You are responsible for any damage sustained to the vehicle caused by you driving through flooded roads.
- You must not sell, rent or dispose of the vehicle or any of its parts. You must not give anyone any legal rights over the vehicle.
- You must not allow any works or repairs to be carried out to the vehicle without our written permission.
- You must let us know as soon as you become aware of a fault in the vehicle.
- In the event of vehicle breakdown you must not let anyone carry out repairs to the vehicle without our written permission. If a replacement vehicle is provided you must contact the branch where you have rented the vehicle from immediately with the replacement vehicle registration in order that appropriate insurance cover can be arranged. You will not be insured by We Do Rentals on any replacement vehicles until expressly informed in writing by We Do Rentals that cover has been put in place.
- If you have been involved in an accident or have damaged the vehicle in any way you must bring the vehicle back to the place that we agree within 2 days for our inspection.
- At the end of off hire, and following completion of the requisite notice period (please see section 13 of these terms and Conditions), you must bring the vehicle back to the We Do Rentals Head Office at B66 1NN during opening hours displayed at that place and at a time agreed with that office. If we have agreed that you may return the vehicle outside of business hours, you will remain responsible for the vehicle and its condition until it can be properly inspected by a member of our staff. One of the staff must see the vehicle in order to check that it is in good condition.
- Before you bring back the vehicle you must check that you have not left any personal belongings in the vehicle. Goods retained in the vehicle will be disposed of by us, without any recourse to the Hirer, within 7 working days from the date of off hire. Storage charges for goods left in the vehicle are covered under section 3h. We are within our rights to charge storage charges for goods left in the vehicle.
- You will be liable for valeting charges if the vehicle is off hired in a dirty condition.
- You will be liable for all costs and additional charges if, during the rental period, the vehicle is stolen with the keys in the vehicle. This may include recovery, spare keys, storage, loss of use, key programming, lock changes and any other charges that are incurred or losses incurred.
- You will be liable for an All Sections Excess, in accordance with these terms & conditions, each time the vehicle is involved in an accident or the vehicle is damaged or stolen. You will be required to pay the excess, irrespective of fault, within 14 days of written demand.

4. Our Responsibilities

We have maintained the vehicle to at least the manufacturers recommended standard. We assure you that the vehicle is roadworthy and suitable for renting at the start of the rental period. We are responsible if someone is injured or dies as a result of our negligence. If, we are in breach of this Agreement we will not be responsible for any losses (including consequential losses such as loss of profit) which you suffer as a result except for losses which are a foreseeable consequence of our breach of this Agreement or our negligence.

5. Property

We are only responsible for loss or damage to property left in the vehicle if the loss or damage results from our negligence.

6. Conditions for Using The Vehicle

The vehicle must only be driven by you and any other named driver overleaf, or by anybody else that we authorise in writing. Anyone driving the vehicle must have a full valid driving licence.

You or any other driver must not:

- Use the vehicle for hire or reward, unless stated on insurance.
- Use the vehicle for any illegal purpose.
- Use the vehicle for racing, pace making, reliability and speed testing or teaching someone to drive.
- Use the vehicle while under the influence of alcohol or drugs.
- Drive the vehicle outside of England, Scotland or Wales, unless we have given you written permission.
- Overload the vehicle.
- If the vehicle is a commercial vehicle, use it for a purpose for which you need an operator's licence if you do not have one.

7. Charges and Deposit

We will work out our charges using our current price list. As stated on your invoice and agreed at point of hire you will pay the following charges:

- The rental and any other charges we work out according to this agreement.
- Late payments will incur a charge of £25.00 per incident.
- All charges for loss or damage resulting from you not keeping to condition 3.
- You will be liable for an All Sections Excess, in accordance with section 8 of these terms & conditions, each time the vehicle is involved in an accident or the vehicle is damaged. You will be required to pay the All Sections Excess, irrespective of fault, within 14 days of written demand. If you have agreed in writing to the Excess Reduction Scheme offered by We Do Rentals Ltd, the applicable All Sections Excess may differ. Please speak to a member of staff for further information on this Scheme.
- If the vehicle is a declared a Total Loss or Stolen you will be liable for the Total Loss/Theft Excess as stipulated overleaf.
- If the vehicle is immobile, declared a Total Loss or Stolen you will continue to be liable for rental charges accruing on the vehicle from the date of the accident or theft, for a minimum period of 28 days or until We Do Rentals receive settlement for the vehicle (whichever is the greater).
- A refuelling service charge if you have used, and not replaced, more fuel than we supplied originally. The charge is based on the rates published at the place you rented the vehicle from.
- All fines and court costs for parking, traffic or other offences (including any costs which arise if the vehicle is clamped). You must pay the appropriate authority any fines and costs if and when the authority demands the payment. In order to mitigate costs, we may pay any fines and penalty charges that are notified to us by the relevant authority and will invoice you for any fines that we pay in accordance with this condition. You will be required to pay an administration charge of £30.00 for processing each fine or penalty charge.
- The full cost of repairing or replacing the vehicle if it is damaged or stolen (even if it's not your fault), depending on any insurance that you have (as set out in condition 8), if and when we demand this payment.
- A loss-of-income charge, when we demand it, if we cannot rent out the vehicle because it needs to be repaired, it is a write-off, (can't be repaired) or it has been stolen and we are waiting to receive full payment of the vehicle's value.
- We will only charge you for loss of income if we cannot recover the losses under any damage protection programme. We will charge you at the published daily rate and we will request payment within 14 days of our request.
- If we are required to provide roadside assistance or arrange recovery of the vehicle, we will charge you any published rates for delivering and collecting the vehicle, and any associated third party costs, unless this has occurred due to a mechanical defect with the vehicle, providing this mechanical defect is not caused or contributed to by you.
- Any charges arising from Customs and Excise seizing the vehicle, together with a loss-of-income charge whilst we cannot rent out the vehicle, if and when we demand this payment.
- Value added tax and all other taxes on any of the charges listed above, as appropriate. You are responsible for all charges, even if you have asked someone else to be responsible for them.
- If you do not pay according to agreed credit terms, we understand and will exercise our statutory right to claim interest at the rate of 8% above the Bank of England base rate, along with compensation for debt

recovery costs in accordance with the late payment legislation.

- All accounts beyond our credit terms will be passed to our preferred debt collection. All accounts, without exception, will be subject to a surcharge of 15% plus vat to cover our costs in recovery. These accounts will also be subject to any legal costs incurred in obtaining settlement.
- You will be required to pay a specified deposit using a valid credit or debit card when collecting the vehicle for commencement of the rental period. Upon return of the vehicle we will require a minimum of 20 working days to refund the specified deposit. Any outstanding charges listed above at 7a to 7q will be deducted from the deposit upon return of the vehicle. If the charges that are due exceed the deposit, or only become apparent after the deposit has been refunded, you shall pay any other such charges within 14 working days from the date of our request.

8. Our Insurance and Damage Protection Programme

If we arrange separate insurance, we will give you information on the insurance cover and any restrictions which may apply. Otherwise, the conditions of our standard insurance and damage protection programme will apply. By signing the agreement overleaf you are accepting the terms and conditions of our standard insurance and damage protection programme.

- We have a legal responsibility to have third party insurance. This provides cover for claims made or if you injure or kill anybody, damage their property (cover for damage to property is limited to £5,000,000). You will still be required to pay We Do Rentals All Sections Excess each time you are involved in an incident in which you are fully or partially at fault. The All Sections Excess will be an amount determined by We Do Rentals and will be stipulated overleaf.
- We will provide cover for loss or damage to the vehicle you have initialled the box marked 'Fully Comprehensive Insurance' over the page. If you accept this you will still have to pay the All Sections Excess each time you are involved in an accident or damage is caused to the vehicle. The All Sections Excess charge is payable irrespective of fault and is payable for each and every accident or each and/or every time the vehicle is damaged. If the vehicle is deemed to be a Total Loss or is Stolen you will be required to pay the Total Loss/Theft Excess shown overleaf.
- We will provide cover for theft and damage to the vehicle caused during an attempted theft if you have initialled the box marked 'Fully Comprehensive Insurance' over the page. If you accept this, you still have to pay the Theft Excess shown overleaf if the vehicle is stolen.
- The relevant Excess you have to pay in each case is shown overleaf. The Excess charge is payable in addition to any other damage caused to the vehicle which is not related to an accident or vehicle theft or vehicle fire. If you have agreed in writing to the Excess Reduction Scheme offered by We Do Rentals Ltd, the applicable All Sections Excess may differ. Please speak to a member of staff for further information on this Scheme.

9. Your Own Insurance

If we have agreed as indicated under insurance details overleaf you may arrange your own insurance for the full duration of the rental period as long as you can prove that this insurance is valid and have signed to confirm over the page. We have to agree to the amount of cover you arrange, the type of policy and the insurer you have chosen. We must be satisfied with the cover and policy conditions and will require a copy of the insurance certificate. You must not change the level of cover or any other policy conditions without our agreement. We may ask your insurers to record our name as owners of the vehicle. If the vehicle is damaged or stolen you will let us negotiate with the insurers about whether the vehicle can be repaired or what compensation is due to us. You are financially responsible for settling the full claim and paying all costs if the policy you have arranged fails and the vehicle is damaged, lost or stolen, or a claim is made by any other party.

10. What to do if you have an Accident

If you have an accident you must comply with the following procedure:

- You must not admit responsibility.
- You must obtain the names and contact details of everyone involved, including witnesses.
- You must take photographs of the damage to both vehicles.
- You should make the vehicle secure.
- You must contact our nearest office to report the accident within 2 hours.
- You must make arrangements with our nearest office to bring the vehicle back to our office for inspection within 2 days of the accident and to complete our accident report form.
- You must fully co-operate with any request that we, or our insurers may have, for further accident information. This clause will continue in force after termination of this Agreement.
- If you fail to report an accident to our Head office at B66 1NN within 24 hours of the accident occurring, a Late Reporting Charge of £500 will be applied to your account. If you fail to report an accident to our Head office at B66 1NN within 48 hours of the accident occurring, a Late Reporting Charge of £2500 will be applied to your account. These charges are in addition to the Excess charge which is stipulated at box 18 overleaf.

11. CCTV, Telematics and Vehicle Immobilisation

- Any vehicle provided by us may be monitored with the use of CCTV cameras and inbuilt microphones and tracked using Telematics devices.
- The information collected by these devices may be reviewed by us for monitoring driver behaviour, insurance purposes, incident tracking, legal proceedings (or prospective legal proceedings) obtaining legal advice or as otherwise necessary for establishing, exercising or defending legal rights or investigating criminal activity/investigation.
- Any vehicles provided by us may be fitted with immobilisation technology and we may use this additional security measure to secure/immobilise vehicles during incidents of theft, unauthorised drivers, unreasonable driving standards, non-payment of rent, outstanding debt, exceeding our credit terms.
- In the event of vehicle immobilisation we will apply a charge of £50.00 which you will be required to pay before the vehicle is reactivated.
- We may disclose information collected by these devices to our group companies, law enforcement agencies, regulatory bodies, our Insurers and other third parties as deemed necessary by us.

12. Information, Data Protection and Privacy

- We may use any personal information we obtain in connection with these terms for the purposes of: verifying identity, processing your vehicle rental or purchase, anti-money laundering, insurance administration and claims and such the other purposes set out in our privacy policy.
- We may share any personal information with other members of our Group, insurers, law enforcement agencies, regulatory bodies, credit reference agencies, the DVLA and other third parties (which includes any third parties we use to assist us with our marketing activities).
- This clause will continue in full force after termination of this Agreement.
- You will ensure that information you disclose to us in accordance with these terms meets all applicable laws relating to privacy and that you have the consent of the third party to share such personal information, so as to enable us to use such personal information in accordance with our Privacy Policy which can be found at <http://www.wedorentals.co.uk>.

13. Ending the Agreement

- If you are a consumer we will end this agreement straight away if we find out that your belongings have been taken away from you to pay off your debts, or a receiving order has been made against you. We will also end this agreement if you do not meet any of the conditions of this agreement.
- If you are a company, we will end this agreement if you do not meet any of the conditions of this agreement.
- If you are a company, we will end this agreement with immediate effect if:
 - You go into liquidation.
 - You call a meeting of creditors.
 - We find out that your goods have been taken away from you until you pay off your debts.
 - You do not meet any of the conditions of this agreement.
- If we end the agreement it will not affect our right to receive any money we are owed under the conditions of this agreement. We can also claim additional costs from you if you do not meet any of the conditions of this agreement. We can repossess the vehicle and charge you if we do this.
- All vehicles must be hired from and returned back to We Do Rental Head Office at B66 1NN. If we expressly agree in writing for the vehicle to be returned to any other location then delivery charges may apply. If We Do Rental are required to collect the vehicle then a collection fee will be applied.
- If you would like to end this agreement then at the end of the agreed hire term we will need 7 days notice to terminate this agreement. If your agreement is for 28 days then you should notify us in writing by the 21st day of the term, this will allow you to bring the vehicle back on the 28th day.
- If the 7 day notice period is not received then we will charge you for the shortfall in notice period up to the 7 days required. It is important to note that We Do Rental maintains a stable pricing structure by forecasting its vehicle return dates and therefore ensuring our vehicle utilisation is as high as possible, which in turn allows We Do Rentals to maintain its pricing structure.
- If the vehicle is returned before the end of the agreement then we will charge you up until the end of the agreement or will charge the daily hire rate (as published at the place you rented the vehicle from) for every day the vehicle has been on hire (whichever is the greater). We are within our rights to charge storage charges if we deem it necessary.

14. Jurisdiction.

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